

REMARKS

The Examiner is thanked for the indication that claims 1-7, 20-28, and 30 are allowed and claims 15, 16, and 18 are allowable if rewritten in independent form.

Claims 1-7, 14-28, and 30 remain pending in the instant application. Claims 14, 17, and 19 presently stand rejected. Claim 14 is amended herein. Entry of this amendment and reconsideration of the pending claims are respectfully requested.

Claim Rejections – 35 U.S.C. § 102

Claims 14, 17, and 19 stand rejected under 35 U.S.C. § 102(b) as being anticipated by U.S. Patent No 5,958,020 to Evoy et al. (hereinafter “Evoy”).

A claim is anticipated only if each and every element of the claim is found in a single reference. M.P.E.P § 2131 (citing *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628 (Fed. Cir. 1987)). “The identical invention must be shown in as complete detail as is contained in the claim.” M.P.E.P. § 2131 (citing *Richardson v. Suzuki Motor Co.*, 868 F.2d 1226 (Fed. Cir. 1989)).

Amended independent claim 14 now recites, in pertinent part, “wherein the interrupt logic element is included within the client device.” In the “Response to Arguments” section of the *Office Action* mailed August 17, 2004, the Examiner stated,

[the claim] does not specifically indicate the interrupt logic is located within the client. Since the claim’s language is open-ended and according to the figure 1, Envoy teaches the RAM 106 containing interrupt logic is coupling to the root hub via the USB bus which equivalent to what is claimed.

Therefore, claim 14 now expressly recites the interrupt logic element included within the client device. The Examiner cites any of devices 114, 116, 118 (see FIG. 1 of Envoy) as corresponding to Applicants claimed “client device” and computer system 122 as corresponding to Applicants claimed host device, but cites RAM 106 as corresponding to the interrupt logic element. FIG. 1 of Envoy clearly discloses RAM 106 within computer system 122, not within devices 114, 116, or 118. As such, Envoy does not disclose an interrupt logic element included within a client device.

Consequently, Envoy fails to disclose each and every element of claim 14, as required under M.P.E.P. § 2131. Accordingly, Applicants request that the instant §102(b) rejection of claim 14 be withdrawn.

Dependent claims 17 and 19 are novel over the prior art of record for at least the same reasons as discussed above in connection with their respective independent claims, in addition to adding further limitations of their own. Accordingly, Applicants respectfully request that the instant § 102 rejections for claims 17 and 19 be withdrawn.

CONCLUSION

In view of the foregoing amendments and remarks, Applicants believe the applicable rejections have been overcome and all claims remaining in the application are presently in condition for allowance. Accordingly, favorable consideration and a Notice of Allowance are earnestly solicited. The Examiner is invited to telephone the undersigned representative if the Examiner believes that an interview might be useful for any reason.

CHARGE DEPOSIT ACCOUNT

It is not believed that extensions of time are required beyond those that may otherwise be provided for in documents accompanying this paper. However, if additional extensions of time are necessary to prevent abandonment of this application, then such extensions of time are hereby petitioned under 37 C.F.R. § 1.136(a). Any fees required therefore are hereby authorized to be charged to Deposit Account No. 02-2666. Please credit any overpayment to the same deposit account.

Respectfully submitted,

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Date: _____

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